

RECORDATION NO. 7419-1
JUN 11 1982 - 9 25 AM
INTERSTATE COMMERCE COMMISSION

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10154

KERRY R. BRITTAIN
ASSISTANT GENERAL COUNSEL

June 11, 1982

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

6/11/82
Date
Fee \$ 10.00

Washington, D.C.

Re: Equipment Trust Agreement between Chemical Bank, as Trustee, and Union Pacific Railroad Company, Dated as of February 1, 1974, and assigned Recordation No. 7419, as Amended, with the last such Amendment assigned Recordation No. 7419-A

Dear Mrs. Mergenovich:

Enclosed are executed Counterparts Nos. 1 through 6 of a Third Amendatory Agreement, dated as of April 30, 1982, between Chemical Bank, as Trustee, and Union Pacific Railroad Company, amending and supplementing the above captioned Equipment Trust Agreement.

After filing and recordation, five of the Counterparts should be returned to the undersigned or given to the bearer of this letter.

Also enclosed is a check payable to the order of the Interstate Commerce Commission in payment of the fee associated with the filing and recordation of this document.

Very truly yours,


Kerry R. Brittain

KRB/kok
Encls.

8 original counterparts, of which this is Counterpart
No. 6.

RECORDATION NO. 7449-D
JUN 11 1982 - 9 25 AM
INTERSTATE COMMERCE COMMISSION

THIRD AMENDATORY AGREEMENT,
DATED AS OF APRIL 30, 1982,
BETWEEN
CHEMICAL BANK, TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

THIS THIRD AMENDATORY AGREEMENT, dated as of April 30, 1982, between CHEMICAL BANK, a New York corporation, incorporated and existing under the laws of the State of New York, as Trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company). (Terms used in this Amendatory Agreement shall have the same meanings as set forth in Section 1.1 of the Equipment Trust Agreement.)

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (i) an Equipment Trust Agreement, dated as of February 1, 1974, which was filed and recorded pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act) on March 4, 1974, and assigned Recordation No. 7419 and pursuant to which the Trustee has issued 415,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 2 of 1974 Equipment Trust Certificates (hereinafter called the Trust Certificates) (ii) a Letter Agreement, dated April 25, 1974, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on May 22, 1974 and assigned Recordation No. (iii) an Amendatory Agreement, dated as of October 30, 1974, amending such Equipment Trust Agreement, which was filed and recorded

pursuant to 49 USC §11303 on November 1, 1974 and assigned Recordation No. 7419-B; and a Second Amendatory Agreement, dated as of August 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on September 14, 1979 and assigned Recordation No. 7914-A (such Equipment Trust Agreement, as amended being hereinafter called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has suffered a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires to transfer to the Trustee of equipment in substitution for the Trust Equipment which suffered a Casualty Occurrence and to receive as payment for such substituted equipment Replacement Funds up to the Fair Value of the substituted equipment, all in accordance with Sections 4.3 and 4.9 of the agreement; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates

then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Sections 4.3 and 4.9 of the Agreement, desire to execute and deliver this Third Amendatory Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the right, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company shall sell, assign, transfer and set over to the Trustee, subject to all of the terms of the Agreement, the following Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Total Fair Value</u>
6	100-ton, 4600 cu. ft. capacity, covered hopper cars, Class CH-100-38 Amcar Division, ACF Industries, Inc., builder, numbered UP78981 to UP78986, both inclusive	\$179,990.40

(2) Simultaneous with the transfer of the Equipment to the Trustee, the Trustee shall, pursuant to the provisions of Sections 3.4, 4.7 and 4.9 of the Agreement, pay to the Company from Replacement Funds an amount which shall not exceed the Fair Value of the Equipment transferred. The Fair Value of such Equipment and the basis for the Company's title to the Equipment shall be set forth in documents substantially in the forms provided in Section 3.4 of the Agreement.

(3) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as through the Equipment had originally been a part of the Trust Equipment specifically described therein.

(4) Except as amended and supplemented hereby the Agreement shall remain in full force and effect.

(5) This Third Amendatory Agreement has been simultaneously executed in several counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

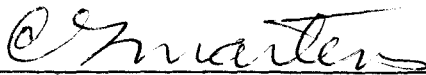
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CHEMICAL BANK,
as Trustee

(SEAL)


By: 
Senior Trust Officer

ATTEST:


Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

(SEAL)

By: 
Vice President and Controller

ATTEST:


Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 9th day of June, 1982, before me personally appeared E. J. FARRELL, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

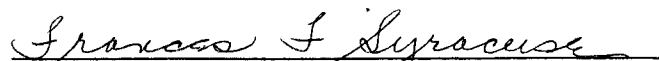

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

HUGH J. McMENEMY
Notary Public, State of New York
No. 24-4736804
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1983

On the 8th day of June, 1982, before me personally appeared J. W. OTTO, to me personally known, who, being by me duly sworn, says that he is the Vice President and Controller of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)


Notary Public

FRANCES F. SYRACUSE
Notary Public, State of New York
No. 31-4717130
Qualified in New York County
Commission Expires March 30, 1984